

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT								
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST								
<b>CONVEYING PARTY DATA</b>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>McKENZIE SPORTS PRODUCTS, LLC</td> <td></td> <td>09/01/2009</td> <td>LIMITED LIABILITY COMPANY: NORTH CAROLINA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	McKENZIE SPORTS PRODUCTS, LLC		09/01/2009	LIMITED LIABILITY COMPANY: NORTH CAROLINA	
Name	Formerly	Execution Date	Entity Type						
McKENZIE SPORTS PRODUCTS, LLC		09/01/2009	LIMITED LIABILITY COMPANY: NORTH CAROLINA						
<b>RECEIVING PARTY DATA</b>									
Name:	MADISON CAPITAL FUNDING LLC, as Agent								
Street Address:	30 South Wacker Drive								
Internal Address:	Suite 3700								
City:	Chicago								
State/Country:	ILLINOIS								
Postal Code:	60606								
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE								
<b>PROPERTY NUMBERS Total: 13</b>									
Property Type	Number	Word Mark							
Registration Number:	2427692	ORIGINAL CREATIONS							
Registration Number:	2413936	ARTISTRY IN FIRE & GLASS							
Registration Number:	2447628								
Registration Number:	1661348	BALMEX							
Registration Number:	1521551	DAKOTA FLESHER							
Registration Number:	1391564	VAN DYKE'S							
Registration Number:	1326518	TRANS-LA-TEX							
Registration Number:	1267501	CURATAN							
Registration Number:	1267482	TANNIUM							
Registration Number:	1208408	FLEXIFORM							
Registration Number:	1090914	FULL-FLEX							
Registration Number:	0972542	FLEX-A-MOVE							

OP \$340.00 2427692

900143688

**TRADEMARK**  
**REEL: 004065 FRAME: 0436**

Registration Number:	0929722	VAN DYKE'S
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**CORRESPONDENCE DATA**

Fax Number: (312)863-7806

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312.863.7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.108
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NAME OF SUBMITTER:	Nancy Brougher
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Signature:	/njb/
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Date:	09/22/2009
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of September 1, 2009, by McKENZIE SPORTS PRODUCTS, LLC, a North Carolina limited liability company ("Grantor"), in favor of Madison Capital Funding LLC, in its capacity as agent ("Agent") for certain financial institutions ("Lenders") (as defined below).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 31, 2006 by and among Grantor, Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to continue to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations (as defined in the Collateral Agreement), Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its United States federally registered Trademarks (as defined in the Collateral Agreement) referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds of the foregoing, (other than Excluded Property (as defined in the Collateral Agreement)), including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License (as defined in the Collateral Agreement) or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

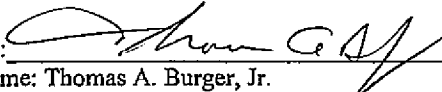
4. TERMINATION. When the Secured Obligations have been Paid in Full the security interests created hereunder shall automatically terminate and be of no further force or effect, and the Agent agrees that it shall, at Grantor's expense, execute, acknowledge and deliver to Grantor any and all instruments reasonably requested by Grantor to evidence the termination of such security interest in the Trademark Collateral.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

McKENZIE SPORTS PRODUCTS, LLC

By:   
Name: Thomas A. Burger, Jr.  
Title: Vice President, Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

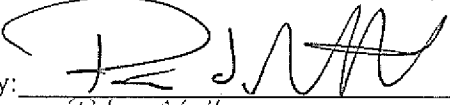
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McKENZIE SPORTS PRODUCTS, LLC

By: \_\_\_\_\_  
Name: Thomas A. Burger, Jr.  
Title: Vice President, Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By:  \_\_\_\_\_  
Name: Pete Natter  
Title: Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
  
**TRADEMARKS**

Mark	Registration No.	Registration Date
ORIGINAL CREATIONS	2427692	02/06/01
ARTISTRY IN FIRE & GLASS	2413936	12/19/00
Design only	2447628	05/01/01
BALMEX	1661348	10/22/91
DAKOTA FLESHER	1521551	01/24/89
VAN DYKE'S	1391564	04/29/86
TRANS-LA-TEX	1326518	03/26/85
CURATAN	1267501	02/21/84
TANNIUM	1267482	02/21/84
FLEXIFORM	1208408	09/14/82
FULL-FLEX	1090914	05/09/78
FLEX-A-MOVE	0972542	11/06/73
VAN DYKE'S	0929722	02/22/72